SERFF Tracking Number: QBEC-125691643 State: Arkansas Filing Company: State Tracking Number: EFT \$50 Praetorian Insurance Company

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

ShelterCare Form Filing/08-151-003-IM-AR Project Name/Number:

# Filing at a Glance

Company: Praetorian Insurance Company

Product Name: PetCare SERFF Tr Num: QBEC-125691643 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0004 Pet Insurance Plans Co Tr Num: 08-151-003-IM-AR State Status: Fees verified and

received

Co Status: Filing Type: Form Reviewer(s): Becky Harrington,

Betty Montesi

Author: Janet Kiger Disposition Date: 08/29/2008 Date Submitted: 06/11/2008 Disposition Status: Approved

Effective Date (New):

Effective Date Requested (New): On Approval Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

# **General Information**

Project Name: ShelterCare Form Filing Status of Filing in Domicile: Authorized

Project Number: 08-151-003-IM-AR Domicile Status Comments: Illinois approved

filing effective June 15, 2008.

Reference Organization: N/A Reference Number: N/A Reference Title: N/A Advisory Org. Circular: N/A

Filing Status Changed: 08/29/2008

State Status Changed: 06/13/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: Praetorian Insurance Company - NAIC: #796-37257 FEIN: 36-3030511

PetCare Program

Independent Inland Marine - Pet Health Insurance

Form Filing

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

Praetorian Insurance Company (PIC) wishes to submit for your review and approval our PetCare Program - Independent Inland Marine – Pet Health Insurance Form Filing.

Proposed Endorsements - General Description

Praetorian wishes to file a new short term policy with limited coverage, to be provided by Shelters, Humane Society's, rescue groups, etc., organizations involved in adopting out and finding new homes for neglected and abandoned cats and dogs. The intent is to provide accident and some named peril illness coverage during the pet's orientation period in new environment and subsequently protect the adopter against the typical financial losses that can be potentially associated with adopted pets while at the same time introducing the new pet owner to pet insurance availability. The term of coverage is 30 days and the adopter has the option to call insurer and extend, at no charge, the coverage for an additional 15 days while they're deciding if they want to obtain pet insurance for their new family member. Policy limit is \$750 with a policy deductible of \$75. There is no charge for 15 day extension.

Those Adopters that are renters can choose a renters endorsement instead of the 15 day coverage extension that provides coverage for damage done to the rental unit by the pet that the renter becomes legally liable for up to limit of \$500 subject to policy deductible of \$75. There is no charge for this endorsement.

1254 ed 04 2008 - ShelterCare Document of Insurance - Mandatory - No Charge

1127 ed 03 2008 - ShelterCare Policy Terms and Conditions - Mandatory - No Charge

2032 ed 04 2008 - ShelterCare Product Coverage Chart - Mandatory- No Charge

1170 ed 04 2008 - ShelterCare + Renter's Damage Liability Coverage Endorsement - Optional - No Charge

2033 ed 04 2008 - ShelterCare + Renter's Damage Liability Product Coverage Chart - Optional - No Charge

Our proposed effective date is the date of approval.

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Company and Contact**

## **Filing Contact Information**

Janet Kiger, Assistant Vice President janet.kiger@qbeamericas.com

1200 Landmark Center (402) 345-1818 [Phone] Omaha, NE 68102 (402) 345-4401[FAX]

**Filing Company Information** 

Praetorian Insurance Company CoCode: 37257 State of Domicile: Illinois

88 Pine Street - 16th Floor Group Code: 796 Company Type:
New York , NY 10005 Group Name: QBE Insurance State ID Number:

Group

(212) 422-9888 ext. [Phone] FEIN Number: 36-3030511

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: AR Filing Fee = \$50

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Praetorian Insurance Company \$50.00 06/11/2008 20792766

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved  Objection Le	Becky Harrington etters and Response Letters	08/29/2008	08/29/2008

Objection	Letters			Response Letters			
Status	Created By	Created On	Date Submitted	Responded By	Created On	<b>Date Submitted</b>	
Pending Industry Response	Becky Harrington	07/30/2008	07/30/2008	Janet Kiger	08/25/2008	08/25/2008	
Pending Industry Response	Becky Harrington	07/02/2008	07/02/2008	Janet Kiger	07/30/2008	07/30/2008	
Pending Industry Response	Becky Harrington	06/13/2008	06/13/2008	Janet Kiger	07/01/2008	07/01/2008	

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Disposition**

Disposition Date: 08/29/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 QBEC-125691643
 State:
 Arkansas

 Filing Company:
 Praetorian Insurance Company
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Form	ShelterCare Document of Insurance	Approved	Yes
Form (revised)	ShelterCare Policy Terms and Condition	s Approved	Yes
Form	ShelterCare Policy Terms and Condition	s	Yes
Form	ShelterCare Product Coverage Chart	Approved	Yes
Form (revised)	ShelterCare + Renter's Damage Liability Coverage Endorsement	Approved	Yes
Form	ShelterCare + Renter's Damage Liability Coverage Endorsement		Yes
Form	ShelterCare + Renter's Damage Liability Coverage Endorsement		Yes
Form	ShelterCare + Renter's Damage Liability Product Coverage Chart	Approved	Yes

 SERFF Tracking Number:
 QBEC-125691643
 State:
 Arkansas

 Filing Company:
 Praetorian Insurance Company
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/30/2008 Submitted Date 07/30/2008

Respond By Date Dear Janet Kiger,

This will acknowledge receipt of the captioned filing.

## Objection 1

ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

#### Comment:

The definition added is not acceptable. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Please feel free to contact me if you have questions.

Sincerely,

**Becky Harrington** 

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 08/25/2008 Submitted Date 08/25/2008

Dear Becky Harrington,

#### **Comments:**

## Response 1

Comments: We've amended the definition per your recommendation. Thank you for your further consideration.

#### **Related Objection 1**

Applies To:

- ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

#### Comment:

The definition added is not acceptable. An acceptable definition would be "Those damages imposed to punish a

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR wrongdoer and to deter others from similar conduct.

# **Changed Items:**

No Supporting Documents changed.

# Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ShelterCare + Renter's Damage Liability Coverage Endorsemen		ed 07 2008	Endorsement/Amendment/Conditions	tNew		0	1170 ed 07 2008 SC + Renters END AR REV.pdf
Previous Version ShelterCare + Renter's Damage Liability Coverage Endorsemen		ed 07 2008	Endorsement/Amendmer /Conditions	ntNew		0	1170 ed 07 2008 SC + Renters END
ShelterCare + Renter's Damage Liability Coverage Endorsemer		ed 04 2008	Endorsement/Amendmer/Conditions	ntNew		0	AR.pdf 1170 ed 04 2008 SC + Renters END.pdf

No Rate/Rule Schedule items changed.

Sincerely, Janet Kiger

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/02/2008 Submitted Date 07/02/2008

Respond By Date Dear Janet Kiger,

This will acknowledge receipt of the captioned filing.

## Objection 1

- ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

Comment: This endorsement states that "the insurer shall not be liable for: exemplary, aggravated or punitive damages. In my opinion, this is an exclusion of damages. Bulletin 4-82 requires these damages be defined if they are excluded, using the specified language. The language must be amended or remove the exclusion.

Please feel free to contact me if you have questions.

Sincerely,

**Becky Harrington** 

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/30/2008 Submitted Date 07/30/2008

Dear Becky Harrington,

#### **Comments:**

## Response 1

Comments: Attached is an amended ShelterCare + Renter's Damage Liability Coverage Endorsement - 1170 ed 07 2008 for your review.

# **Related Objection 1**

Applies To:

- ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

Comment:

 SERFF Tracking Number:
 QBEC-125691643
 State:
 Arkansas

 Filing Company:
 Praetorian Insurance Company
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

This endorsement states that "the insurer shall not be liable for: exemplary, aggravated or punitive damages. In my opinion, this is an exclusion of damages. Bulletin 4-82 requires these damages be defined if they are excluded, using the specified language. The language must be amended or remove the exclusion.

# **Changed Items:**

No Supporting Documents changed.

## Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	/ Attach
	Number	Date			Specific	Score	Document
					Data		
ShelterCare + Renter's	3 1170	ed 07	Endorsement/Amendme	entNew		0	1170 ed
Damage Liability		2008	/Conditions				07 2008
Coverage Endorsemer	nt						SC +
							Renters
							END
							AR.pdf
Previous Version							
ShelterCare + Renter's	1170	ed 04	Endorsement/Amendme	entNew		0	1170 ed
Damage Liability		2008	/Conditions				04 2008
Coverage Endorsemer	nt						SC +
							Renters
							END.pdf

No Rate/Rule Schedule items changed.

Sincerely, Janet Kiger

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 06/13/2008 Submitted Date 06/13/2008

Respond By Date Dear Janet Kiger,

This will acknowledge receipt of the captioned filing.

## Objection 1

No Objections

Comment: The filing description shows that forms are mandatory at no charge. Is there a premium charge for this coverage? If so, who is responsible for paying?

## Objection 2

- ShelterCare Document of Insurance (Form)

Comment: The form states the policy terms and conditions are avialable on the website. Will a hard copy be provided to the insured automatically or must they access the web to obtain a copy?

#### Objection 3

- ShelterCare Policy Terms and Conditions (Form)

## Comment:

The arbritration clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

### Objection 4

- ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

#### Comment:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Please feel free to contact me if you have questions.

Sincerely,

**Becky Harrington** 

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/01/2008 Submitted Date 07/01/2008

Dear Becky Harrington,

#### Comments:

# Response 1

Comments: Comment: The form states the policy terms and conditions are avialable on the website. Will a hard copy be provided to the insured automatically or must they access the web to obtain a copy?

Response: The Terms & Conditions are not printed and mailed unless requested (in the event that pet owner chooses).

# **Related Objection 1**

Applies To:

- ShelterCare Document of Insurance (Form)

Comment:

The form states the policy terms and conditions are avialable on the website. Will a hard copy be provided to the insured automatically or must they access the web to obtain a copy?

## **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

# Response 2

Comments: Comment: The filing description shows that forms are mandatory at no charge. Is there a premium charge for this coverage? If so, who is responsible for paying?

Response: Premium charged is \$8.95, paid for by Shelter, no charge for the extensions.

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

## **Related Objection 1**

## Comment:

The filing description shows that forms are mandatory at no charge. Is there a premium charge for this coverage? If so, who is responsible for paying?

# **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

# Response 3

Comments: Comment:

The arbritration clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Response: Form 1127 AR ed 03 2008 - ShelterCare Policy Terms and Conditions has been amended to comply with 23-79-203.

## **Related Objection 1**

Applies To:

ShelterCare Policy Terms and Conditions (Form)

Comment:

The arbritration clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

## **Changed Items:**

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name Form Edition Form Type Action Action Readability Attach
Number Date Specific Score Document

 SERFF Tracking Number:
 QBEC-125691643
 State:
 Arkansas

 Filing Company:
 Praetorian Insurance Company
 State Tracking Number:
 EFT \$50

 Company Tracking Number:
 08-151-003-IM-AR

Product Name: PetCare

TOI:

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

09.0 Inland Marine

Data

Sub-TOI:

ShelterCare Policy Policy/Coverage Form 0 1127 AR 1127 ed 03 New Terms and Conditions 2008 ed 03 2008 SC 30D 2008 TC's.pdf **Previous Version** ShelterCare Policy Policy/Coverage Form 0 1127 ed 1127 ed 03 New Terms and Conditions 03 2008 2008

> 2008 TC's.pdf

SC 30D

09.0004 Pet Insurance Plans

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

No Rate/Rule Schedule items changed.

## Response 4

Comments: Comment: This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Response: There are no damages, per se by definition. I think there may be some confusion based on the terminology we're using. The word "Liability" is in reference to the pet owners legal liability (if any) under their lease for property damage caused by their pet.

# **Related Objection 1**

Applies To:

- ShelterCare + Renter's Damage Liability Coverage Endorsement (Form)

Comment:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

## **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely, Janet Kiger 

 SERFF Tracking Number:
 QBEC-125691643
 State:
 Arkansas

 Filing Company:
 Praetorian Insurance Company
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ShelterCare	1254	ed 04	<b>Declaration New</b>		0.00	1254 ed 04
	Document of		2008	s/Schedule			2008 30 Day
	Insurance						SC Doc of
							Ins.pdf
Approved	ShelterCare	1127	ed 03	Policy/CoveNew		0.00	1127 AR ed
	Policy Terms and	k	2008	rage Form			03 2008 SC
	Conditions						30D 2008
							TC's.pdf
Approved	ShelterCare	2032	ed 04	Declaration New		0.00	2032 ed 04
	Product		2008	s/Schedule			2008 SC
	Coverage Chart						30D 2008
							Product
							Chart.pdf
Approved	ShelterCare +	1170	ed 07	Endorseme New		0.00	1170 ed 07
	Renter's Damage		2008	nt/Amendm			2008 SC +
	Liability Coverage	е		ent/Conditi			Renters
	Endorsement			ons			END AR
							REV.pdf
Approved	ShelterCare +	2033	ed 04	Declaration New		0.00	2033 ed 04
	Renter's Damage	)	2008	s/Schedule			2008 SC
	Liability Product						30D+
	Coverage Chart						Renters
							2008
							Product
							Chart.pdf



# **Document of Insurance**

## **Praetorian Insurance Company**

This Document of Insurance is evidence of a contract of insurance between the Insured and the Insurer, subject in all respects to the Policy documents listed below as attached. In consideration of the payment of the premium and of the statements contained in the application for insurance, this Document of Insurance provides insurance to the limits of coverage stated under the Schedule of Coverage and Maximum Benefit Amounts.

Policy Number: <insert policy number>

Coverage Effective Date: 30 DayTerm Effective, 12:01a.m. <effective date> Standard time at the

postal address of the named insured as stated herein

**Expiring**, 12:01 a.m. <enter cancels date>.

Level of Coverage: ShelterCare

Name: Pet Name:

Address: Species:

Breed: Date of Birth:

Phone: Email:

## Attached to and Forming Part of this Policy:

- Product Specific Coverage Chart
- Insurance Policy Terms & Conditions are available at www.sheltercare.com
- list any/all endorsements >

## **Schedule of Coverages and Maximum Benefit Amounts:**

### <Insert based on product type chosen>

\$750 per policy

OR

\$500 per illness and accident coverage and \$500 per Renter's Pet Damage Liability.

#### **Co-payment & Deductible:**

As per Product Coverage Chart attached.

#### **Coverage Restrictions**:

- Accidents or Illnesses that were noted, symptomatic, or treated prior to coverage effective date are not covered by this
  policy.
- <u>For cats</u>, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.
- For dogs, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.
- <u>For cats and dogs</u>, Cruciate Ligaments, Hip Dysplasia, Patella Luxation, Fragmented Cartilage (OCD), and
  Fragmented Coronoid Process, despite the cause, are considered to be bilateral conditions (affecting both
  sides of the body) and are classed under the Musculoskeletal Illness Category. The Musculoskeletal Illness
  Category is not available on this Policy.
- Other Coverage Restrictions apply, please see Product Coverage Chart and Insurance Policy Terms and Conditions for details.

Note: All Conditions are considered Bilateral.

Dated at: Rolling Meadows, Illinois 60008 on < insert date of issuance>

PetCare Insurance Agency, Ltd. \* PetCare Insurance Brokers Ltd.
PTZ Insurance Agency, Ltd. \* PTZ Insurance Brokers, Ltd,
P.O. Box 2150 Buffalo, NY 14240 - 2150
Toll Free: 1-866-275-7387 Fax: 1-866-369-7387 www.sheltercare.com

1254 ed 04 2008 Page 1 of 1



## **ShelterCare Policy Terms & Conditions**

#### **DEFINITIONS**

#### **INSURER**

Praetorian Insurance Company, New York, NY as is named on the Document of Insurance.

## **INSURED**

The person(s) that is named on the Document of Insurance.

#### PET

The Insured's pet named on the Document of Insurance.

#### DOCUMENT OF INSURANCE

A written document provided to the Insured by the Insurer confirming the effective date of coverage for their pet as well as the available coverage subject to the Maximum Benefits stated within the document including indicated attachments and Endorsements.

### CONDITION

A Condition is defined as all signs and symptoms that result in a diagnosis of one illness or accident regardless of the number of occurrences and body parts affected. All Conditions are considered to be Bilateral unless otherwise noted.

## ILLNESS CONDITION

An Illness Condition is defined as all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illness Conditions are considered to be bilateral unless otherwise noted.

#### **ACCIDENT**

An unforeseen, unexpected event that may result in damage or harm.

## MOTOR VEHICLE ACCIDENT

An unforeseen, unexpected event with a motorized vehicle that may result in damage or harm.

## ACCIDENTAL BONE FRACTURE

A condition in which a bone is cracked or broken unexpectedly.

### **DEFINED POISON INGESTION**

Unexpected, unforeseen event in which a defined poison is ingested. Visual identification of the toxin

ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific treatment, is required.

## **BILATERAL CONDITION**

A Condition, which may affect both sides of the body (example: cruciate ligaments, eyes, ears, limbs, lameness).

#### RECURRING CONDITION

A Recurring Condition is a curable Condition but may reappear for a number of reasons.

#### CHRONIC CONDITION

A Chronic Condition is a Condition that is likely to reappear, and is unlikely to be cured or may continue for some time.

#### TEMPORARY EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for a time of no less than twelve months.

## PERMANENT EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for the lifetime of the pet.

#### **DEDUCTIBLE**

A Deductible is the stated dollar amount of each payable claim for which the insured is responsible...

#### **EXCESS**

The amount of a claim that is not payable due to the limits as shown in the Terms and Conditions of the policy.

#### MAXIMUM BENEFIT

Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance.

#### TERM

A term is for 30 days starting on the effective date as shown on the Document of Insurance.

#### **INSURING AGREEMENT**

In consideration of the payment of premium and in reliance upon statements contained in the application and/or provided by the Insured during enrolment including pet medical records, warranted by the Insured to be true, the Insurer will reimburse the insured for covered claims falling within and subject to the Terms and Conditions and Limits of this Insurance Policy. This policy only applies to covered costs, expenses, and other reimbursable amounts incurred during the policy period. All claims are to be submitted in writing to the insurer as soon as practicable, and in accordance with the terms and conditions of notice as outlined in this policy.

#### **COVERAGE**

For a claim to be made payable by the Insurer, an authentic, Insurer claim form must be submitted to the Insurer which has been completed and signed by the Insured and the attending veterinarian or appropriate party. The completed claim form must include original receipts that have been paid in full. Medical records confirming the Condition did not exist prior to the inception of the policy will be required to process any claim.

The following fees and events are covered to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy:

### **VETERINARY FEES – ACCIDENTS**

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all accidents to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy.

Accidents are categorically listed as follows; Foreign Body Ingestion requiring surgical or endoscopic removal, Motor Vehicle Accident, Accidental Bone Fractures (not including teeth), Defined Poison Ingestion, Lacerations, Insect Bites and Stings (excluding fleas and ticks).

### **VETERINARY FEES – ILLNESSES**

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for the following illnesses to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy.

Illnesses categorically listed as:

#### **INFECTIOUS DISEASES**

## **Intestinal Parasites**

The Insurer will pay the Insured for the cost of needed treatment for an intestinal parasite, to the Maximum Benefits of the policy. This must be positively diagnosed by a fecal test. Intestinal parasites include Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Toxoplasma.

### **Urinary Tract Infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Urinary Tract Infection to the Maximum Benefits of the policy. This does include Feline Lower Urinary Tract Disease.

# **Upper Respiratory Tract infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Upper Respiratory Tract Infection, to the Maximum Benefits of the policy. This includes treatment for Kennel Cough (infectious tracheobronchitis), This does not include Pneumonia or other Lower Respiratory Tract Diseases.

## Mange/ Mite/ Ringworm Infection

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed sarcoptic and demodectic mange / mite and ringworm infection to the Maximum Benefits of the policy. Positive skin scraping/ skin testing is required.

### Parvovirus/ Feline Panleukopenia

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed parvovirus / feline panleukopenia to the Maximum Benefits of the policy. Positive testing is required.

#### **Heartworm Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed heartworm disease to the Maximum Benefits of the policy. Positive testing is required.

#### **Tick Borne Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed tick borne disease to the Maximum Benefits of the policy. Tick Borne Disease includes Lyme Disease, Ehrlichiosis and Coccidiomycosis(Valley Fever). Positive testing is required.

#### **EAR ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the pet's ear illnesses to the Maximum Benefits of the policy. This includes Any illness within, or affecting all or part of the ears or the ear area such as Otitis Externa, Otitis Media, Otitis Interna and Aural Hematomas caused by the ear infection.

## **EYE ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's illness conditions pertaining to the eyes to the Maximum Benefits of the policy. Coverage is excluded for the following Conditions; uveitis, cataracts, collie eye anomaly, ectropion, entropion, enopthalmos, exopthalmus, eyelash disorders, glaucoma, iris atrophy, progressive retinal atrophy, retinal degeneration and detachment, ocular carcinomas, optic neuritis.

#### **FLEA ALLERGY DERMATITIS**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's diagnosed flea allergy dermatitis (FAD) to the Maximum Benefits of the policy. Only one occurrence of a newly symptomatic or diagnosed preventable illness such as flea allergy dermatitis will be paid. Refer to Exclusions section, Point 18.

## **COVERAGE RESTRICTIONS**

<u>For cats</u>, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.

<u>For dogs</u>, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.

For cats and dogs, Cruciate Ligaments, Hip Dysplasia, Patella Luxation, Fragmented Cartilage (OCD), and Fragmented Coronoid Process, despite the cause, are considered to be bilateral conditions (affecting both sides of the body) and are classed under the Musculoskeletal Illness Category. The Musculoskeletal Illness Category is not available on this Policy.

### **CONDITIONS**

The Insured's Pet must be in good health and have received all of the vaccines that have been advised by the Insured's veterinarian. The Pet must also be receiving or have received any tests, treatments, or course of treatments advised by the Insured's veterinarian. Proof of the above must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet.

As a condition of this insurance the Insured's Pet must have an annual physical exam and all of the vaccines as advised by the Insured's veterinarian.

Proof of the annual exam must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet.

Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not available for coverage under the Policy Terms and Conditions. The Insurer is permitted to contact the Insured's

veterinarian and request any information regarding the Insured's pet. The Insured's pet must be cared for in accordance with Federal, State, and Municipal laws, in the jurisdiction in which the Insured resides.

#### Product UpGrades/DownGrades

In the event of the Insured opting to transfer the Insured's pet to a program with higher benefits, the Maximum Benefit payable with respect to an Illness Category will be restricted to the Maximum Benefit payable under the policy that applied during the period in which such illness(es) was first noted, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefits shall apply.

#### Timing

Coverage will be effective at 12:01 a.m. two days following the sign up and enrolment of the Pet. The Policy Term is for a period of thirty days only.

Following this Term the Policy will then be automatically cancelled.

In order to receive the benefits for an Accident(s) or Illness Condition\_that has occurred during the first 24 hours of coverage, proof of the date and time will be needed.

### **Duplicate Coverage**

If at any time any claim arises under this insurance and there is any other insurance providing coverage to the Insured's pet, this policy shall be deemed to be excess insurance. This policy will only respond to any claim, costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the Terms and Conditions of this policy.

# **Fraud**

If any false or fraudulent claim is made against this policy in any way, or the Insured fails to meet with all of the Terms and Conditions of the policy, then the claim will be denied.

Arbitration – Non-Binding and Voluntary
In the event of any disagreement between the
Insured and the Insurer, the matter will be referred
to PetCare's Veterinary Advisor.

#### Underwriting

All policies shall be subject to any/all Deductibles.

Any Illness or Accident pre-existing to the policy is not available for coverage. This includes illnesses that are existing, symptomatic and/or treated but not necessarily diagnosed, prior to the coverage effective date

The Insurer has the right to place Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness condition that may have occurred prior to the policy.

#### **Territorial Limits**

This coverage is valid in the continental United States and for a period of up to 182 days while traveling in Canada.

## Waiver of Subrogation

In direct relation to any claim against the Insurer, the Insurer has the right to take legal action against other parties on the Insured's behalf at the cost of the Insurer.

### **EXCLUSIONS**

The Insurer shall not be liable for:

- Preventative and elective treatments/ surgeries including but not restricted to vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including crypt orchid neuters), or any treatment /surgery relating to breeding or pregnancy.
- Claims arising from, or as a result of, any excluded procedure, accident or illness condition.
- Claims arising from any accident or illness condition with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
- Claims for dental procedures and/or dental diseases.
- 5. Elective/cosmetic procedures.
- 6. Dew claw removal, tail docking, ear cropping, de-clawing and nail trimming.
- 7. Non-essential boarding and/or hospitalization.
- 8. Behavioral problems, medications and/or consultations for this.
- 9. Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for an Illness Condition to a maximum of 6 months.
- 10. Financial euthanasia.
- 11. Destruction of a pet deemed "dangerous".
- 12. Any aftercare, such as cremation and/or the funeral expenses.
- Costs that may result from an accident or Illness Condition relating to the use of the Insured's pet for occupational, professional, or business purposes.
- 14. All deductibles as described in the policy.
- 15. All claims for an Illness Condition or Accident that arose prior to the policy.
- 16. Any aids, including mechanical devices or otherwise (including but not limited to

- monitoring machinery, carts and diapers) and/or any palliative care. This does not include veterinary attended or clinically monitored care.
- 17. Any costs related from mistreatment, injury or neglect caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
- 18. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. Flea Allergy).
- 19. Claims for monies over and above the maximum benefits of the policy.
- All boarding and hospitalization exceeding a maximum limit of \$100 per covered Condition or Accident.
- 20. Claims as a result of:
  - a. Earthquake, Flood;
  - b. Invasion, war or civil war, insurrection, rebellion, revolution, terrorist acts, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not;
  - c. Any nuclear incident or radioactive contamination.
  - d. viral epidemic, viral pandemic

#### **RENEWAL**

The policy is non-renewable.

# **EXPANSION OF POLICY**

If the Insurer makes changes to the policy in terms of conditions, exclusions or endorsements with no change or increase in premium to the Insured, this policy will be expanded in view of that.

#### **MISREPRESENTATION**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

## **CHANGE OF INTEREST**

The Insurer is liable for loss or damage that has occurred after an authorized assignment under the applicable laws or change of title by succession, by operation of law, or by death.

#### **TERMINATION OF INSURANCE**

This contract may be terminated:

By the Insurer or their authorized representative giving to the Insured fifteen days written notice of termination by registered mail or five days written notice of termination personally delivered. The

fifteen days will commence on the day following the receipt of the registered letter at the post office to which it is addressed.

By the Insured at any time **by written** request with no less than 1 month premium retained.

In the event the Insured or the Insurer terminates the Policy, any receipts for an open or new claim that did occur during the Term must be sent in within 90 Days of the termination. After such time, the Insurer will then deem all claims closed and not payable. No losses that occur after the date of termination shall be payable under this Policy.

Not withstanding the above, this policy automatically terminates thirty days from the effective date.

## **REQUIREMENT AFTER THE LOSS:**

Upon the occurrence of any claimable loss, the Insured will then:

- 1) Observe the requirements of the policy Terms and Conditions
- 2) Deliver a completed and signed claim form along with the original receipts

## **EXAMINATION UNDER OATH**

After a loss or claim, which may be insured under this policy, the Insured shall as often as the Insurer reasonably requires:

- Submit to examinations under oath, and
- Produce in good faith employees, members of household or others for examinations under oath to the extent it is within the Insured's power to do so.

### WHO MAY GIVE NOTICE AND PROOF

If the Insured is absent or unable to give notice, then an authorized agent or a representative of the Insured may give Notice of loss and may make proof of loss. The absence and inability must be well accounted for.

## WHEN LOSS IS PAYABLE

A loss is payable within 60 days after the Insurer receives a completed and signed claim form and the proof of loss.

## **ACTION**

All claims for an **active** policy must be received by the Insurer within one year after the date of loss. For terminated policies see "Termination" for more details.

#### NOTICE

Any written notice to the Insurer may be delivered at, or sent by registered mail to:

ShelterCare Pet Insurance Programs
P. O. Box 2150 Buffalo NY 14240 - 2150

<u>Insurance Underwriter</u>: Praetorian Insurance Company

# **ShelterCare Product Coverage Chart**

Schedule of Coverages		Descriptions *
Accidents	Foreign Body Ingestion Removal	Pet ingests a foreign body and needs to have it surgically or endoscopically removed.
	Motor Vehicle Accident	Pet be involved in any form of a motor vehicle accident.
	Lacerations	Pet requires medical treatment for an accidental laceration such as cut pads or dog/cat bites and abscesses.
	Bone Fractures	Pet suffers a bone fracture (excluding teeth and not caused by a Motor Vehicle Accident), which requires medical treatment.
	Insect Bites/Stings	Pet is bitten or stung by an insect and suffers an allergic reaction which requires medical treatment, excluding flea & tick bites.
	Defined Poison Ingestion	Pet ingests a poisonous substance and requires medical treatment. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific treatment, is needed.
Ear Illnesses		Pet requires treatment for an illness affecting all or part of the ears or ear area.
Eye Illnesses		Pet requires treatment for an illness affecting all or part of the eyes or eye area.
Flea Allergy Dermatitis		Pet requires treatment for the newly diagnosed flea allergy dermatitis.
Infectious Diseases	Intestinal Parasites	Pet's treatment for positively diagnosed fecal for Intestinal parasites include Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Toxoplasma.
	Urinary Tract Infections	Pet requires treatment for a Urinary Tract Infection.
	Upper Respiratory Tract Infections	Pet requires treatment for a Upper Respiratory Tract Infection.
	Mange/ Mites/ Ringworm	Pet requires treatment for definitively diagnosed sarcoptic and demodectic mange / mite and ringworm infection.
	Parvovirus/ Feline Panleukopenia	Pet requires treatment for definitively diagnosed parvovirus / feline panleukopenia.
	Tick Borne Diseases	Pet requires treatment for definitively diagnosed tick borne disease of Lyme Disease, Ehrlichiosis and Coccidiomycosis( Valley Fever).
	Heartworm Disease	Pet requires treatment for definitively diagnosed heartworm disease.

 $<sup>\ ^{</sup>f{*}}$  the actual policy issued terms and conditions will prevail.

# **Deductible** \$75.00 per Policy

2032 ed 04 2008 Page 1 of 1

#### PetCare Pet Insurance Products

## ShelterCare + Renter's Pet Damage Liability Coverage

#### **ENDORSEMENT**

The Insurer will, subject to the exclusions below, pay for physical damage to the interior of the Insured's Rental Unit only, directly caused by the Insured's pet (the "Third Party Damage Liability Claim") to the maximum benefits stated below.

## The Insurer shall not be liable for:

- Destruction and damage to contents of the Rental Unit caused by the Insured's pet;
- Injury to persons caused by the Insured's pet;
- Those damages imposed to punish a wrongdoer and to deter others from similar conduct.;
- ♦ Any claim involving the use of the Insured's dog or cat in any business, undertaking or venture undertaken for financial gain, including a trade, profession, or occupation;
- Any claim involving an Insured's dog or cat that has a record of two or more acts of aggression;
- Any claim as a result of any intentional or criminal act or failure to act by the Insured or any person at the direction of the Insured.

# Limit of Liability

- \$500.
- maximum one claim occurrence per policy,
- claim subject to policy deductible.

## Third Party Liability claim

- Claim submitted must include a copy of the lease/rental agreement in force at the time of claim occurrence and a copy of the demand letter from landlord clearly indicating the following;
  - (1) total damages to unit, itemized,
  - (2) the forfeiture of damage deposit and amounts thereof.
  - (3) which damages specifically caused by named pet.
  - (4) cost to repair/replace said damages.
- Coverage is expense reimbursement only and claim is payable to Landlord.

Attached to and forming part of policy # (insert policy number)

# <u>ShelterCare + Renter's Pet Damage Liability Product Coverage Chart</u>

Schedule of Coverages		Descriptions *
Accidents	Foreign Body Ingestion Removal	Pet ingests a foreign body and needs to have it surgically or endoscopically removed.
	Motor Vehicle Accident	Pet be involved in any form of a motor vehicle accident.
	Lacerations	Pet requires medical treatment for an accidental laceration such as cut pads or dog/cat bites and abscesses.
	Bone Fractures	Pet suffers a bone fracture (excluding teeth and not caused by a Motor Vehicle Accident), which requires medical treatment.
	Insect Bites/Stings	Pet is bitten or stung by an insect and suffers an allergic reaction which requires medical treatment, excluding flea & tick bites.
	Defined Poison Ingestion	Pet ingests a poisonous substance and requires medical treatment. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific treatment, is needed.
Ear Illnesses		Pet requires treatment for an illness affecting all or part of the ears or ear area.
Eye Illnesses		Pet requires treatment for an illness affecting all or part of the eyes or eye area.
Flea Allergy Dermatitis		Pet requires treatment for the newly diagnosed flea allergy dermatitis.
Infectious Diseases	Intestinal Parasites	Pet's treatment for positively diagnosed fecal for Intestinal parasites include Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Toxoplasma.
	Urinary Tract Infections	Pet requires treatment for a Urinary Tract Infection.
	Upper Respiratory Tract Infections	Pet requires treatment for a Upper Respiratory Tract Infection.
	Mange/ Mites/ Ringworm	Pet requires treatment for definitively diagnosed sarcoptic and demodectic mange / mite and ringworm infection.
	Parvovirus/ Feline Panleukopenia	Pet requires treatment for definitively diagnosed parvovirus / feline panleukopenia.
	Tick Borne Diseases	Pet requires treatment for definitively diagnosed tick borne disease of Lyme Disease, Ehrlichiosis and Coccidiomycosis( Valley Fever).
	Heartworm Disease	Pet requires treatment for definitively diagnosed heartworm disease.
Pet Damage Liability		You are held legally liable for damage to your rental unit caused by your Pet.

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 08/29/2008

Property & Casualty

Comments:

Attachments: ARPCTD-1.pdf ARFFS-1.pdf

# **Property & Casualty Transmittal Document**

1.	<b>Reserved for Insurance</b>	2. 1	[nsu	rance Depar	tment	<b>Use only</b>				
	Dept. Use Only	a. I	a. Date the filing is received:							
	b. Analyst:									
		c. I	Dispo	osition:						
		d. I	Date	of disposition	n of the	e filing:				
		e. I	Effec	tive date of f	iling:					
			Ne	ew Business						
			Re	newal Busin	ess					
				Filing #:						
				FF Filing #:						
		h. S	Subje	ect Codes						
3.	Group Name								Gr	oup NAIC#
	QBE								079	96
4.	Company Name(s)			Domicile	NA	AIC#	FEIN #	#		State #
	Praetorian Insurance Company			IL	37	257	36-303	0511		
5.	<b>Company Tracking Number</b>		08-	-151-003-IM	-AR					
Con	tact Info of Filer(s) or Corpora	ate Office	r(s)	[include toll-f	ree nun	nber]				
6.	Name and address	Title	•	Telephor	ne #s	FAX	#		e	e-mail
	Janet Kiger	Asst VP		800-324-02	69 ext	402-345-44	101	-	et.kiger@qbeameric	
	1299 Farnam, Suite 950 Omaha NE 68102			110				as.co	om	
7.	Signature of authorized filer			Qn	,	_				
_										
8.	Please print name of authori		Janet Kiger							
	ng information (see General	Instructio				ese fields)				
9.	Type of Insurance (TOI)			) - Inland Mar						
10.	Sub-Type of Insurance (Sub-		09.0	00004 - Pet In	suranc	e Plan				
11.	State Specific Product code(s) applicable)[See State Specific Requi									
12.	Company Program Title (Mark									
13.	Filing Type	<u> </u>		Rate/Loss Cos	st 🔲 ]	Rules R	ates/Rul	es		
				Forms 🔲 C	Combina	ation Rates/R	ules/For	ms		
				Withdrawal [	Othe	r (give descri	ption)			
14.	Effective Date(s) Requested		Nev	w: Date of A	pproval	Renewal	Date	of Ap	prov	/al
15.	Reference Filing?			Yes 🔀 1	No					
16.	Reference Organization (if ap	plicable)	N/A	<b>\</b>						
17.	Reference Organization # & 7	Γitle	N/A	\						
18.	Company's Date of Filing		06/1	11/08						
19.	Status of filing in domicile			Not Filed	Pendi	ng 🛛 Autl	norized	D	isapr	oroved

# Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	08-151-003-IM-AR
21.	Filing Description [This area can be used in lieu of a cover le	etter or filing memorandum and is free-form text]

RE: Praetorian Insurance Company - NAIC: #796-37257 FEIN: 36-3030511

PetCare Program

Independent Inland Marine - Pet Health Insurance

Form Filing

Praetorian Insurance Company (PIC) wishes to submit for your review and approval our PetCare Program - Independent Inland Marine – Pet Health Insurance Form Filing.

## **Proposed Endorsements – General Description**

Praetorian wishes to file a new short term policy with limited coverage, to be provided by Shelters, Humane Society's, rescue groups, etc., organizations involved in adopting out and finding new homes for neglected and abandoned cats and dogs. The intent is to provide accident and some named peril illness coverage during the pet's orientation period in new environment and subsequently protect the adopter against the typical financial losses that can be potentially associated with adopted pets while at the same time introducing the new pet owner to pet insurance availability. The term of coverage is 30 days and the adopter has the option to call insurer and extend, at no charge, the coverage for an additional 15 days while they're deciding if they want to obtain pet insurance for their new family member. Policy limit is \$750 with a policy deductible of \$75. There is no charge for 15 day extension.

Those Adopters that are renters can choose a renters endorsement instead of the 15 day coverage extension that provides coverage for damage done to the rental unit by the pet that the renter becomes legally liable for up to limit of \$500 subject to policy deductible of \$75. There is no charge for this endorsement.

1254 ed 04 2008 - ShelterCare Document of Insurance - Mandatory - No Charge

1127 ed 03 2008 - ShelterCare Policy Terms and Conditions - Mandatory - No Charge

2032 ed 04 2008 - ShelterCare Product Coverage Chart - Mandatory- No Charge

1170 ed 04 2008 – ShelterCare + Renter's Damage Liability Coverage Endorsement – Optional - No Charge

2033 ed 04 2008 - ShelterCare + Renter's Damage Liability Product Coverage Chart - Optional - No Charge

Our proposed effective date is the date of approval.

Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: Electronic Fund

Transfer via SERFF

**Amount: 50.00** 

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

Effective March 1, 2007

# FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #  08-151-003-IM-AR								
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)  N/A								
3.	Form Name /Description/Synopsis	Form # Include edition date	Replac Or withda	cement	If replacement, give form # it replaces	Previous state filing number, if required by state			
01	ShelterCare Document of Insurance	1254 ed 04 2008 –		w placement thdrawn	N/A	N/A			
02	ShelterCare Policy Terms and Conditions	1127 ed 03 2008		w placement thdrawn	N/A	N/A			
03	ShelterCare Product Coverage Chart	2032 ed 04 2008		w placement thdrawn	N/A	N/A			
04	ShelterCare + Renter's Damage Liability Coverage Endorsement	1170 ed 04 2008	Wi Wi	placement thdrawn	N/A	N/A			
05	ShelterCare + Renter's Damage Liability Product Coverage Chart	2033 ed 04 2008		w placement thdrawn	N/A	N/A			
06				w placement thdrawn					
07				w placement thdrawn					
08				w placement thdrawn					
09				w placement thdrawn					
10				w placement thdrawn					

Company Tracking Number: 08-151-003-IM-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0004 Pet Insurance Plans

Product Name: PetCare

Project Name/Number: ShelterCare Form Filing/08-151-003-IM-AR

# **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	ShelterCare Policy Terms and Conditions	06/11/2008	1127 ed 03 2008 SC 30D 2008 TC's.pdf
No original date	Form	ShelterCare + Renter's Damage Liability Coverage Endorsement	07/30/2008	1170 ed 07 2008 SC + Renters END AR.pdf
No original date	Form	ShelterCare + Renter's Damage Liability Coverage Endorsement	06/11/2008	1170 ed 04 2008 SC + Renters END.pdf



## **ShelterCare Policy Terms & Conditions**

#### **DEFINITIONS**

#### **INSURER**

Praetorian Insurance Company, New York, NY as is named on the Document of Insurance.

#### **INSURED**

The person(s) that is named on the Document of Insurance.

#### PET

The Insured's pet named on the Document of Insurance.

#### DOCUMENT OF INSURANCE

A written document provided to the Insured by the Insurer confirming the effective date of coverage for their pet as well as the available coverage subject to the Maximum Benefits stated within the document including indicated attachments and Endorsements.

### CONDITION

A Condition is defined as all signs and symptoms that result in a diagnosis of one illness or accident regardless of the number of occurrences and body parts affected. All Conditions are considered to be Bilateral unless otherwise noted.

## ILLNESS CONDITION

An Illness Condition is defined as all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illness Conditions are considered to be bilateral unless otherwise noted.

#### **ACCIDENT**

An unforeseen, unexpected event that may result in damage or harm.

## MOTOR VEHICLE ACCIDENT

An unforeseen, unexpected event with a motorized vehicle that may result in damage or harm.

## ACCIDENTAL BONE FRACTURE

A condition in which a bone is cracked or broken unexpectedly.

### **DEFINED POISON INGESTION**

Unexpected, unforeseen event in which a defined poison is ingested. Visual identification of the toxin

toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific treatment, is required.

#### **BILATERAL CONDITION**

A Condition, which may affect both sides of the body (example: cruciate ligaments, eyes, ears, limbs, lameness).

#### RECURRING CONDITION

A Recurring Condition is a curable Condition but may reappear for a number of reasons.

## **CHRONIC CONDITION**

A Chronic Condition is a Condition that is likely to reappear, and is unlikely to be cured or may continue for some time.

#### TEMPORARY EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for a time of no less than twelve months.

#### PERMANENT EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for the lifetime of the pet.

#### **DEDUCTIBLE**

A Deductible is the stated dollar amount of each payable claim for which the insured is responsible..

## **EXCESS**

The amount of a claim that is not payable due to the limits as shown in the Terms and Conditions of the policy.

## MAXIMUM BENEFIT

Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance.

#### TERM

A term is for 30 days starting on the effective date as shown on the Document of Insurance.

# **INSURING AGREEMENT**

In consideration of the payment of premium and in reliance upon statements contained in the application and/or provided by the Insured during enrolment including pet medical records, warranted by the Insured to be true, the Insurer will reimburse the insured for covered claims falling within and subject to the Terms and Conditions and Limits of this Insurance Policy. This policy only applies to covered costs, expenses, and other reimbursable amounts incurred during the policy period. All claims are to be submitted in writing to the insurer as soon as practicable, and in accordance with the

1127 ed 03 2008

terms and conditions of notice as outlined in this policy.

## **COVERAGE**

For a claim to be made payable by the Insurer, an authentic, Insurer claim form must be submitted to the Insurer which has been completed and signed by the Insured and the attending veterinarian or appropriate party. The completed claim form must include original receipts that have been paid in full. Medical records confirming the Condition did not exist prior to the inception of the policy will be required to process any claim.

The following fees and events are covered to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy:

## **VETERINARY FEES – ACCIDENTS**

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all accidents to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy.

Accidents are categorically listed as follows; Foreign Body Ingestion requiring surgical or endoscopic removal, Motor Vehicle Accident, Accidental Bone Fractures (not including teeth), Defined Poison Ingestion, Lacerations, Insect Bites and Stings (excluding fleas and ticks).

## <u>VETERINARY FEES – ILLNESSES</u>

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for the following illnesses to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy.

Illnesses categorically listed as:

#### INFECTIOUS DISEASES

#### **Intestinal Parasites**

The Insurer will pay the Insured for the cost of needed treatment for an intestinal parasite, to the Maximum Benefits of the policy. This must be positively diagnosed by a fecal test. Intestinal parasites include Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Toxoplasma.

## **Urinary Tract Infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Urinary Tract Infection to the Maximum Benefits of the policy. This does include Feline Lower Urinary Tract Disease.

### **Upper Respiratory Tract infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Upper Respiratory Tract Infection, to the Maximum Benefits of the policy. This includes treatment for Kennel Cough (infectious tracheobronchitis), This does not include Pneumonia or other Lower Respiratory Tract Diseases.

## Mange/ Mite/ Ringworm Infection

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed sarcoptic and demodectic mange / mite and ringworm infection to the Maximum Benefits of the policy. Positive skin scraping/ skin testing is required.

## Parvovirus/ Feline Panleukopenia

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed parvovirus / feline panleukopenia to the Maximum Benefits of the policy. Positive testing is required.

#### **Heartworm Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed heartworm disease to the Maximum Benefits of the policy. Positive testing is required.

## **Tick Borne Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed tick borne disease to the Maximum Benefits of the policy. Tick Borne Disease includes Lyme Disease, Ehrlichiosis and Coccidiomycosis(Valley Fever). Positive testing is required.

#### **EAR ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the pet's ear illnesses to the Maximum Benefits of the policy. This includes Any illness within, or affecting all or part of the ears or the ear area such as Otitis Externa, Otitis Media, Otitis Interna and Aural Hematomas caused by the ear infection.

#### **EYE ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's illness conditions pertaining to the eyes to the Maximum Benefits of the policy. Coverage is excluded for the following Conditions; uveitis, cataracts, collie eye anomaly, ectropion, entropion, enopthalmos, exopthalmus, eyelash disorders, glaucoma, iris atrophy, progressive retinal atrophy, retinal degeneration and detachment, ocular carcinomas, optic neuritis.

#### **FLEA ALLERGY DERMATITIS**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's diagnosed flea allergy dermatitis (FAD) to the Maximum Benefits of the policy. Only one occurrence of a newly symptomatic or diagnosed preventable illness such as flea allergy dermatitis will be paid. Refer to Exclusions section, Point 18.

## **COVERAGE RESTRICTIONS**

<u>For cats</u>, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.

<u>For dogs</u>, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, then no Illness coverage is available.

For cats and dogs, Cruciate Ligaments, Hip Dysplasia, Patella Luxation, Fragmented Cartilage (OCD), and Fragmented Coronoid Process, despite the cause, are considered to be bilateral conditions (affecting both sides of the body) and are classed under the Musculoskeletal Illness Category. The Musculoskeletal Illness Category is not available on this Policy.

### **CONDITIONS**

The Insured's Pet must be in good health and have received all of the vaccines that have been advised by the Insured's veterinarian. The Pet must also be receiving or have received any tests, treatments, or course of treatments advised by the Insured's veterinarian. Proof of the above must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet.

As a condition of this insurance the Insured's Pet must have an annual physical exam and all of the vaccines as advised by the Insured's veterinarian.

Proof of the annual exam must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet.

Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not available for coverage

under the Policy Terms and Conditions. The Insurer is permitted to contact the Insured's veterinarian and request any information regarding the Insured's pet. The Insured's pet must be cared for in accordance with Federal, State, and Municipal laws, in the jurisdiction in which the Insured resides.

#### Product UpGrades/DownGrades

In the event of the Insured opting to transfer the Insured's pet to a program with higher benefits, the Maximum Benefit payable with respect to an Illness Category will be restricted to the Maximum Benefit payable under the policy that applied during the period in which such illness(es) was first noted, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefits shall apply.

### Timing

Coverage will be effective at 12:01 a.m. two days following the sign up and enrolment of the Pet. The Policy Term is for a period of thirty days only.

Following this Term the Policy will then be automatically cancelled.

In order to receive the benefits for an Accident(s) or Illness Condition\_that has occurred during the first 24 hours of coverage, proof of the date and time will be needed.

### **Duplicate Coverage**

If at any time any claim arises under this insurance and there is any other insurance providing coverage to the Insured's pet, this policy shall be deemed to be excess insurance. This policy will only respond to any claim, costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the Terms and Conditions of this policy.

#### Fraud

If any false or fraudulent claim is made against this policy in any way, or the Insured fails to meet with all of the Terms and Conditions of the policy, then the claim will be denied.

# Binding Arbitration

In the event of any disagreement between the Insured and the Insurer, the matter will be referred to PetCare's Veterinary Advisor.

#### Underwriting

All policies shall be subject to any/all Deductibles.

Any Illness or Accident pre-existing to the policy is not available for coverage. This includes illnesses that are existing, symptomatic and/or treated but

not necessarily diagnosed, prior to the coverage effective date

The Insurer has the right to place Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness condition that may have occurred prior to the policy.

## **Territorial Limits**

This coverage is valid in the continental United States and for a period of up to 182 days while traveling in Canada.

# Waiver of Subrogation

In direct relation to any claim against the Insurer, the Insurer has the right to take legal action against other parties on the Insured's behalf at the cost of the Insurer.

## **EXCLUSIONS**

The Insurer shall not be liable for:

- Preventative and elective treatments/ surgeries including but not restricted to vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including crypt orchid neuters), or any treatment /surgery relating to breeding or pregnancy.
- Claims arising from, or as a result of, any excluded procedure, accident or illness condition.
- Claims arising from any accident or illness condition with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
- Claims for dental procedures and/or dental diseases.
- 5. Elective/cosmetic procedures.
- 6. Dew claw removal, tail docking, ear cropping, de-clawing and nail trimming.
- 7. Non-essential boarding and/or hospitalization.
- 8. Behavioral problems, medications and/or consultations for this.
- Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for an Illness Condition to a maximum of 6 months.
- 10. Financial euthanasia.
- 11. Destruction of a pet deemed "dangerous".
- 12. Any aftercare, such as cremation and/or the funeral expenses.
- 13. Costs that may result from an accident or Illness Condition relating to the use of the Insured's pet for occupational, professional, or business purposes.
- 14. All deductibles as described in the policy.

- 15. All claims for an Illness Condition or Accident that arose prior to the policy.
- 16. Any aids, including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers) and/or any palliative care. This does not include veterinary attended or clinically monitored care.
- Any costs related from mistreatment, injury or neglect caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
- 18. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. Flea Allergy).
- 19. Claims for monies over and above the maximum benefits of the policy.
- All boarding and hospitalization exceeding a maximum limit of \$100 per covered Condition or Accident.
- 20. Claims as a result of:
  - a. Earthquake, Flood;
  - b. Invasion, war or civil war, insurrection, rebellion, revolution, terrorist acts, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not:
  - c. Any nuclear incident or radioactive contamination.
  - d. viral epidemic, viral pandemic

### **RENEWAL**

The policy is non-renewable.

## **EXPANSION OF POLICY**

If the Insurer makes changes to the policy in terms of conditions, exclusions or endorsements with no change or increase in premium to the Insured, this policy will be expanded in view of that.

#### **MISREPRESENTATION**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

# **CHANGE OF INTEREST**

The Insurer is liable for loss or damage that has occurred after an authorized assignment under the applicable laws or change of title by succession, by operation of law, or by death.

#### **TERMINATION OF INSURANCE**

This contract may be terminated:

By the Insurer or their authorized representative giving to the Insured fifteen days written notice of termination by registered mail or five days written notice of termination personally delivered. The fifteen days will commence on the day following the receipt of the registered letter at the post office to which it is addressed.

By the Insured at any time **by written** request with no less than 1 month premium retained.

In the event the Insured or the Insurer terminates the Policy, any receipts for an open or new claim that did occur during the Term must be sent in within 90 Days of the termination. After such time, the Insurer will then deem all claims closed and not payable. No losses that occur after the date of termination shall be payable under this Policy.

Not withstanding the above, this policy automatically terminates thirty days from the effective date.

#### **REQUIREMENT AFTER THE LOSS:**

Upon the occurrence of any claimable loss, the Insured will then:

- Observe the requirements of the policy Terms and Conditions
- Deliver a completed and signed claim form along with the original receipts

### **EXAMINATION UNDER OATH**

After a loss or claim, which may be insured under this policy, the Insured shall as often as the Insurer reasonably requires:

- Submit to examinations under oath, and
- Produce in good faith employees, members of household or others for examinations under oath to the extent it is within the Insured's power to do so.

## WHO MAY GIVE NOTICE AND PROOF

If the Insured is absent or unable to give notice, then an authorized agent or a representative of the Insured may give Notice of loss and may make proof of loss. The absence and inability must be well accounted for.

### WHEN LOSS IS PAYABLE

A loss is payable within 60 days after the Insurer receives a completed and signed claim form and the proof of loss.

## **ACTION**

All claims for an **active** policy must be received by the Insurer within one year after the date of loss. For terminated policies see "Termination" for more details.

## **NOTICE**

Any written notice to the Insurer may be delivered at, or sent by registered mail to:

ShelterCare Pet Insurance Programs P. O. Box 2150 Buffalo NY 14240 - 2150

<u>Insurance Underwriter</u>: Praetorian Insurance Company

#### **PetCare Pet Insurance Products**

## ShelterCare + Renter's Pet Damage Liability Coverage

#### **ENDORSEMENT**

The Insurer will, subject to the exclusions below, pay for physical damage to the interior of the Insured's Rental Unit only, directly caused by the Insured's pet (the "Third Party Damage Liability Claim") to the maximum benefits stated below.

## The Insurer shall not be liable for:

- Destruction and damage to contents of the Rental Unit caused by the Insured's pet;
- Injury to persons caused by the Insured's pet;
- Exemplary, aggravated or punitive compensation ordered by a court to offset losses or suffering caused by another's fault or negligence;
- Any claim involving the use of the Insured's dog or cat in any business, undertaking or venture undertaken for financial gain, including a trade, profession, or occupation;
- Any claim involving an Insured's dog or cat that has a record of two or more acts of aggression;
- Any claim as a result of any intentional or criminal act or failure to act by the Insured or any person at the direction of the Insured.

## **Limit of Liability**

- \$500.
- maximum one claim occurrence per policy,
- claim subject to policy deductible.

## Third Party Liability claim

- Claim submitted must include a copy of the lease/rental agreement in force at the time of claim occurrence and a copy of the demand letter from landlord clearly indicating the following;
  - (1) total damages to unit, itemized,
  - (2) the forfeiture of damage deposit and amounts thereof.
  - (3) which damages specifically caused by named pet,
  - (4) cost to repair/replace said damages.
- Coverage is expense reimbursement only and claim is payable to Landlord.

Attached to and forming part of policy # (insert policy number)

#### **PetCare Pet Insurance Products**

## ShelterCare + Renter's Pet Damage Liability Coverage

#### **ENDORSEMENT**

The Insurer will, subject to the exclusions below, pay the amount of compensatory damages for physical damage to the interior of the Insured's Rental Unit only, directly caused by the Insured's pet (the "Third Party Damage Liability Claim") to the maximum benefits stated below.

## The Insurer shall not be liable for:

- Damage to contents of the Rental Unit caused by the Insured's pet;
- Injury to persons caused by the Insured's pet;
- ♦ Exemplary, aggravated or punitive damages;
- Any claim involving the use of the Insured's dog or cat in any business, undertaking or venture undertaken for financial gain, including a trade, profession, or occupation;
- Any claim involving an Insured's dog or cat that has a record of two or more acts of aggression;
- Any claim as a result of any intentional or criminal act or failure to act by the Insured or any person at the direction of the Insured.

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  - (2) the forfeiture of damage deposit and amounts thereof,
  - (3) which damages specifically caused by named pet.
  - (4) cost to repair/replace said damages.
- Coverage is expense reimbursement only and claim is payable to Landlord.

Attached to and forming part of policy # (insert policy number)

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